

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 9th day of July, 2015, at 9 00 a m , and present were Lynn Horton, President, Luke Lummus, R B Davis, Shelton Deanes and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff of Clay County, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE BOARD OF SUPERVISORS MEETING HELD ON JULY 9, 2015**

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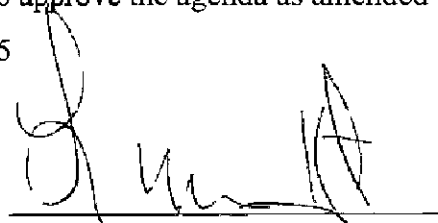
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on July 9, 2015

It appears to this Board the following items need to be added to the agenda for further discussion and consideration by this Board

- BCAP Report
- Amend the \$1 2 million MOU Agreement to reflect the County to administer the funds instead of the EDD Board
- Authority to transfer \$1 2 million from fund no 080, \$11M Industrial Development Bonds to a special fund called Town Creek and Camp Ground Road Repair Project Fund

After motion by Shelton Deanes and second by R B Davis the Board doth vote unanimously to adopt the agenda as presented and to approve the agenda as amended

SO ORDERED this the 9th day of July, 2015



\_\_\_\_\_  
President



NO \_\_\_\_\_

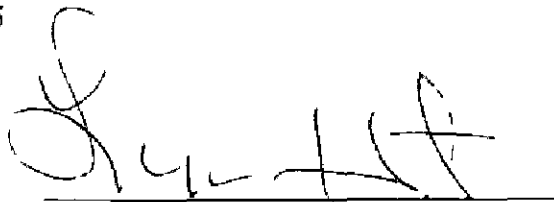
**IN THE MATTER OF AUTHORIZING THE APPROVING THE STATE AID  
AGREEMENT FOR YEAR 2016 BRIDGE INSPECTION**

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There came on this day for consideration the matter of authorizing and approving the State Aid Agreement for year 2016 Bridge Inspection

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote Unanimously to authorize and approve the said agreement as attached hereto as Exhibit A

SO ORDERED this the 9<sup>th</sup> day July, 2015



\_\_\_\_\_  
President

**PROGRAM, AGREEMENT AND PROJECT ORDER FOR INSPECTION OF  
DESIGNATED BRIDGES IN CLAY COUNTY, MISSISSIPPI  
FOR THE STATE FISCAL YEAR OF 2016**

Pursuant to the provisions of governing State and Federal Laws and Regulations, We the Board of Supervisors of Clay County, Mississippi, hereinafter referred to as the Board, hereby order that the proposed project listed hereon constitute the Bridge Inspection Program for Clay County, subject to the approval of the State Aid Engineer and Concurrence by the Executive Director of the Mississippi Department of Transportation

In support of this order, the Board certifies and agrees that

- 1 All designated bridges affected by this project are on roads under local jurisdiction (County or City) and are to be inspected inventoried and evaluated in accordance with the National Bridge Inspection Standards (23 CFR 650 C) hereinafter referred to as the NBIS
- 2 Bridges requiring posting or closure based on this inspection and evaluation will be promptly posted or closed by the County or City (if applicable) in accordance with established standards and procedures
- 3 Bridges with Unknown Foundations that have been identified as High or Moderate Risk or those with a Scour rating (Item 113) of three (3) or less, and are not scheduled for this inspection cycle will have a Scour Monitoring Inspection updating the Scour / Waterway Appraisal form and the stream profile in the bridge system
- 4 The Board has employed a Registered Professional Engineer as County Engineer who will provide such other qualified technical personnel to properly supervise and perform the required work in compliance with the rules and regulations of the NBIS and any additional instructions/guidance provided by the State Aid Engineer
- 5 The County Engineer will provide at least one team leader who meets the minimum qualifications stated in § 650 309 of the NBIS, at the bridge at all times during the inspection as in accordance with required § 650 313 of the NBIS
- 6 The supervision of all phases of the inspection inventory and evaluation will be the responsibility of the Board, acting through its County Engineer
- 7 A bridge scour plan of action will be prepared or revised for the scour critical bridges and all bridges identified as scour critical and will be monitored in accordance with the

plan and regulations set forth in Section 650 313 of the NBIS and the Bridge Inspection Manual prepared by the Office of State Aid Road Construction. The Board designates \_\_\_\_\_ as its representative to monitor site conditions in response to an event that requires an inspection as set forth in the scour plan of action for each scour critical structure. The representative's address and phone number is \_\_\_\_\_

\_\_\_\_\_ If the conditions result in closure of the bridge, the representative shall take action to close the bridge in accordance with the bridge scour plan of action. If a bridge has been closed or the Board chooses to cause an inspection to be made, a certified bridge inspection team will be required to perform the inspection. The representative will contact the County Engineer to request such an inspection. The cost of the inspection of a scour critical bridge following a bridge closure shall be the responsibility of the Board.

- 8 The County Engineer will maintain a bridge file on behalf of the County for each bridge in accordance with the regulations set forth in § 650 313 (d) of the NBIS. Bridge files shall remain the property of the Board.
- 9 The County Engineer will provide a Quality Control Manager (QC Manager) as set forth in the National Bridge Inspection Local System Manual, Section 16 Quality Control Program. The QC Manager shall meet or exceed the requirements of subsection 4.4 of the National Bridge Inspection Local System Manual.
- 10 The number of bridges selected for evaluation and a follow-up on site inspection by the QC manager will be 5% of the county inventory or a minimum of 5 bridges.
- 11 All required data shall be entered into the State Aid/ Inspecttech web-based Bridge Inspection System and approved by the County Engineer in a timely manner. Bridge data should input as soon as possible following the inspection.
- 12 All components of the bridge file will be made available to authorized representatives of State Aid and/or FHWA for inspection and review at all reasonable times in the General Offices of the County Engineer.
- 13 After final completion of the work and acceptance by the State Aid Engineer, the Board will be paid on the basis of the final quantities at the agreed unit prices specified below.
- 14 The inspection shall be completed on or before February 15, 2016.

Project Number BR-NBIS(083)B, BRIS-13(83)  
 Road Designation All Locally - Maintained Roads "ON" and "OFF" Federal-Aid Highways  
 Character of Work Inspection, Inventory, and Evaluation of Designated Bridges

**Estimated Project Cost**


<b>Bridge Inspections</b>			
A	<u>55</u>	Bridges @ \$350 00 per bridge	\$ <u>19 250 00</u>
<b>QC Inspections</b>			
B	<u>5</u>	Bridges @ \$350 00 per bridge	\$ <u>1 750 00</u>
<b>Scour Monitoring Inspections</b>			
C	<u>7</u>	Bridges @ \$120 00 per bridge	\$ <u>840 00</u>
D	Subtotal all Inspections		\$ <u>21 840 00</u>
E	Contingencies @ Approximately (2%)		\$ <u>440 00</u>
F	Total Estimated Cost		\$ <u>22 280 00</u>
G	Federal Bridge Replacement Funds Requested (80%)		\$ <u>17,824 00</u>
H	Federal Off-System Bridge Credit Requested (20%)		\$ <u>4,456 00</u>

15 Based upon the estimated quantities of work and agreed unit cost and in support of the herein listed program, we, the Board for Clay County desire to, and hereby adopt the following Order for Project Funds for Clay County Project Number BRIS-13(83)

IT IS THEREFORE NOW ORDERED by this Board that the total Project Fund for BRIS-13(83) in the amount of \$ 22,280.00 be established by transferring \$ 4,456.00 from Clay County's Federal Off System Bridge Program Credit Fund to the Project Fund, to match \$ 17,824.00 of Bridge Replacement Funds now available for this project

IN WITNESS WHEREFORE, The parties have hereunto affixed their signatures, the Board on the 9<sup>th</sup> day of July, 2015 and the State Aid Engineer on the 9<sup>th</sup> day of July, 2015

BOARD OF SUPERVISORS  
CLAY COUNTY

  
\_\_\_\_\_  
President  
B. B. Davis  
\_\_\_\_\_  
Member  
L. J. Luper  
\_\_\_\_\_  
Member  
Shelby L...  
\_\_\_\_\_  
Member  
R. Lloyd  
\_\_\_\_\_  
Member  
Robert L. Calvert  
\_\_\_\_\_  
County Engineer

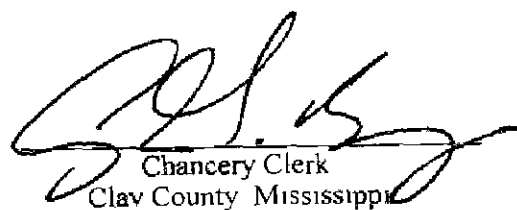
\_\_\_\_\_  
State Aid Engineer

\_\_\_\_\_  
Executive Director, MDOT

STATE OF MISSISSIPPI  
COUNTY OF CLAY

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No 150, Page No \_\_\_\_\_, same having been adopted at a meeting of said Board of Supervisors on the 5<sup>th</sup> day of July, 2015

(SLAL)

  
\_\_\_\_\_  
Chancery Clerk  
Clay County Mississippi

NO \_\_\_\_\_

**IN THE MATTER OF TAKING UNDER ADVISEMENT THE SILOAM WATER  
ASSOCIATION BIDS**

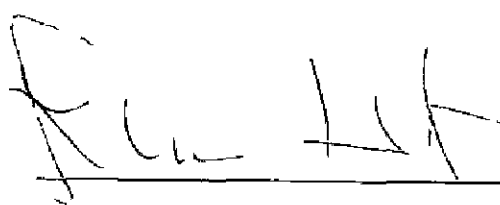
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There came on this day for consideration the matter of taking under advisement the Siloam Water Association bids

It appears to this Board notice was timely given to the public of the said bid requests and that two bids have been received for the Siloam Water Well Project

After motion R B Davis and second by Floyd McKee this Board doth vote unanimously to take the two bids under advisement for further consideration and review by the Project Engineer

SO ORDERED this the 9<sup>th</sup> day of July, 2015



President



AFFP

Affidavit of Publication

STATE OF MISSISSIPPI] SS  
COUNTY OF CLAY]

Cindy Cannon being duly sworn says:

That she is Classified Clerk of the Daily Times Leader, a daily newspaper of general circulation printed and published in West Point, Clay County Mississippi, that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates

June 10, 2015

June 17, 2015

\_\_\_\_\_

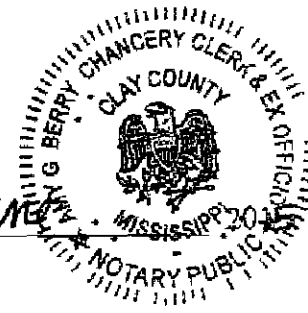
\_\_\_\_\_

That said newspaper was regularly issued and circulated on those dates

SIGNED

Cindy Cannon  
Classified Clerk

Subscribed to and sworn to me this 18th day of June  
Amy H. Berry, Chancery Clerk  
by Nikki Russell Cude, D.C.



Chancery Clerk & Ex-Officio Notary Public  
My Commission Expires Jan 4, 2016

300 GPM DEEP WELL

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the 300 GPM Deep Well will be received by the Clay County Board of Supervisors (Sponsor) and the President and Members of the Board of the Siloam Water District, Inc. (Owner) at the offices of Clay County Board of Supervisors located at 205 Court Street, West Point, MS 39773, until July 9, 2015 at 9:00 a.m. at which time the Bids received will be publicly opened and read. The Project consists of constructing 300 GPM Deep Well.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and/or unit price basis with additive and/or deductive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is Calvert-Spradling Engineers, Inc., 301 Highway 45 North, Altamonte, Suite 5, West Point, MS 39773. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays during regular business hours and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a non-refundable deposit of \$150.00 for each set. Checks for Bidding Documents shall be payable to Calvert-Spradling Engineers, Inc. Upon request and receipt of the document deposit indicated above plus a non-refundable shipping charge, the Issuing Office will transmit the Bidding Documents via delivery service. The shipping charge amount will depend on the shipping method selected by the prospective Bidder. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1966 (24 CFR 135). Section 3 regulations require that, to the greatest extent feasible, opportunities for contracting, subcontracting, training, and employment arising in connection with the CDBG Project will be extended to Section 3 Resident and Section 3 Business Concerns. Section 3 Business Concerns are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities to Section 3 Business Concerns.

In order to comply with Federal Procurement Regulations (24 CFR 85), Minority and Woman Owned Business Enterprises are encouraged to submit a bid for this project. The successful bidder will take all necessary affirmative steps to assure that Minority and Woman Owned Business Enterprises are used when possible as subcontractors on this project. Clay County is an Equal Opportunity Employer.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Sponsor: Clay County Board of Supervisors  
By: Lynn Horton  
Title: President

Owner: Siloam Water District  
By: Ida Orr  
Title: President  
Date: June 3, 2015  
Publish: June 10, 2015 and June

**BID SHEET**  
**SILOAM WATER DISTRICT**  
**300 GPM DEEP WELL**  
**THURSDAY, JULY 9, 2015**  
**CSE # 213004**

<u>CONTRACTOR</u>	<u>BASE BID PHASE 1</u>	<u>BASE BID PHASE 2</u>	<u>TOTAL BASE BID (PHASE 1 &amp; PHASE 2)</u>
Pa & Parks Water Well Service Inc Lic # 05003-MC	\$ <u>72,150.00</u> AH 1 * 72,100 2 *	\$ <u>418,850.00</u> # 408,900.00 210,000	\$ <u>491,000.00</u> # 489,000.00
Donald Smith Company Inc License No 14810 MC	\$ <u>66,000.00</u> AH 1 63,000.00 2 3	\$ <u>374,118.00</u> 364,390.00 -5,000 -5,000	\$ <u>440,118.00</u> 428,110.00

M-3  
 S-5  
 To take Bids under  
 advisement for further  
 review by the project  
 engineer

NO \_\_\_\_\_

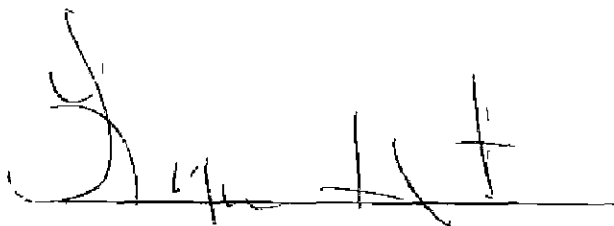
**IN THE MATTER OF AUTHORIZING TO PURCHASE A SIGN FOR THE CLAY  
COUNTY YOUTH COURT OFFICE**

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There came on this day for consideration the matter of authorizing to purchase a sign for the Clay County Youth Court Office

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to purchase a sign for the youth court office from Sign Design Plus for \$375 00 as attached hereto as Exhibit A to properly designate the location of the said office

SO ORDERED this the 9<sup>th</sup> day of July, 2015

A handwritten signature in black ink, appearing to be "Luke Lummus", written over a horizontal line.

President

3ft



2ft

4ft

Ground Level



**Sign Design Plus**  
 1050 Northwood Forrest Rd  
 West Point, Ms 39773  
 Phone # 662 494 9451 Fax # 662-494 7809  
 sign\_design01@yahoo.com  
 www.proledsigns.com

# Invoice

Date	Invoice #
6/25/2015	1852

Bill To
Inventory Clerk P O Box 815 West Point Ms 39773 662-494 3313

Ship To

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
1	2ft x 3ft 080 Alum Sign With Black Lettering (CLAY COUNTY YOUTH COURT OFFICE)	135 00	135 00
1	3ft Wide x 8ft Tall 1 1/2 Steel Tubing Frame Welded and Painted Black Top Of Sign Would Be 6ft High	130 00	130 00
1	Sign Installation Concrete posts in ground	140 00	140 00
	Sales Tax	7 00%	0 00
We Appreciate Your Business! And We Hope You Have A Great Day!!!		<b>Total</b>	<b>\$405 00</b>

NO \_\_\_\_\_

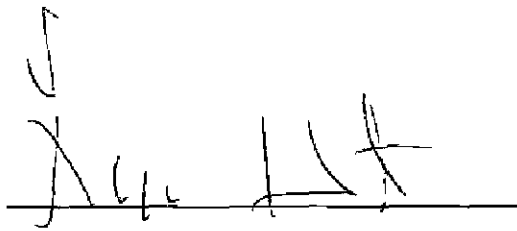
**IN THE MATTER OF AUTHORIZING THE WEST POINT/CLAY COUNTY EMA  
OFFICE TO APPLY FOR A GRANT THROUGH HOMELAND SECURITY**

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There came on this day for consideration the matter of authorizing the West Point/Clay County EMA office to apply for a grant through Homeland Security

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize the EMA Assistant Director, Treva Hodge, to apply for a grant on behalf of the County to purchase equipment, such as, digital radios and cameras

SO ORDERED this the 9<sup>th</sup> day of July, 2015

  
\_\_\_\_\_  
President



**West Point – Clay County  
Emergency Management Agency**

Post Office Box 1117  
417 E Brame Avenue  
West Point, Mississippi 39773



***Kerrie Gentry-Blissard, MCEM Director***  
(662) 494 2088 (Office) \* (662) 524-0350 (Cell) \* (662) 494-2105 (Fax)  
[kgentry@wpnet.org](mailto:kgentry@wpnet.org)

July 16 2015

Mrs Marsha Manuel, Grants Director  
Mississippi Office of Homeland Security  
1230 Raymond Road  
Jackson, MS 39204

Dear Mrs Manuel

On behalf of the West Point Clay County Emergency Management, we would like to apply for the 2015 Funding Opportunity of Homeland Security Funds Please find the requested documentation below

**Top Three Threats**

- 1 The City of West Point and Clay County has rail systems that deliver dangerous chemicals and gases throughout the region West Point is situated geographically along a corridor between Meridian and Tupelo Highway U S 45 alternate serves as a major trucking route and has an unusually high amount of dangerous chemicals transported
- 2 We also have one of the largest electric supply substations in the state In preparation and development of the Black Prairie Powersite the Tennessee Valley Authority (TVA) significantly increased the power output of its substation in West Point The West Point facility is now the largest of its kind in the TVA coverage area A malfunction in it could cause a disruption of service in several states
- 3 The City of West Point is also home to NaviStar, which is known for producing high quality armored vehicles for military applications These vehicles are an important component in war against terrorism and may serve as a potential target for terrorist activity

**Top Three Hazards.**

- 1 The City of West Point and Clay County in particular has been impacted by numerous severe storms in the past Tornadoes and severe thunderstorms has caused considerable damage to homes and property and displaced families in the last several years
- 2 Due to the fact that so many dangerous chemicals are transported through Clay County the potential for chemical spills is a recognizable hazard There are several places in the city where these trains carry dangerous chemicals through highly populated residential areas
- 3 Although West Point is a Northeast Mississippi community it is often impacted by hurricane activity that originates in the Gulf of Mexico Hurricanes that travel onshore along the gulf coast often travel north and although weakened by the time they reach the north part of the state they almost always produce very dangerous thunderstorms and tornadoes as they travel through our area

**Capability Gap**

We have three areas of concern in West Point and Clay County that we feel are gaps in our capabilities





**West Point – Clay County  
Emergency Management Agency**

Post Office Box 1117  
417 E Brame Avenue  
West Point, Mississippi 39773



***Kerrie Gentry-Blissard, MCEM Director***  
(662) 494-2088 (Office) \* (662) 524-0350 (Cell) \* (662) 494-2105 (Fax)  
[kgentry@wpnet.org](mailto:kgentry@wpnet.org)

to perform our duties First being communications, second the physical security, and third protective equipment

Communication is a major obstacle for West Point and Clay County We currently have two departments, West Point Police and Clay County Sheriff's that have converted to a digital radio system Having these department's converted leaves a communication gap between other agencies in the event of a disaster trying to communicate with relaying information through an already overwhelmed 911

Physical Security has become an issue not only with our local Police and Sheriff Department but all law enforcement agencies nationwide, as well as many of our public buildings Not having physical security equipment such as body cameras and security cameras could become an issue regarding documentation of events

In the event of a large hazardous materials incident we would be operating in conjunction with county volunteer fire departments At this time there are five different air packs systems between the city and county By having a standard SCBA system we would be able to interchange equipment and allow for smoother operations during mitigation and decon This would also assist us in mutual aid fire responses in the city and county

**Closing of the Capability Gap**

The following is list of equipment we fill that would help bridge the capability gaps in West Point and Clay County

**Priority One**

Interoperable Communications Equipment (\$139,724 95) (Budget enclosed)

Purchasing these digital radios would allow communication for all agencies without overloading our 911 with the information relay we are currently using Also the MSWinn radios would allow for communication between other agencies

- Digital Radios for - \$134,126 20
  - West Point Fire Department
  - Clay County VFD
  - Public Works
  - Light & Water
  - EMA
  - 911
- MS Winn Radios for \$5,598 75
  - West Point Fire Department (1)
  - Clay County VFD (1)
  - Police Department (1)

**Priority Two**



**West Point – Clay County  
Emergency Management Agency**

Post Office Box 1117  
417 E Brame Avenue  
West Point, Mississippi 39773



***Kerrie Gentry-Blissard, MCEM Director***  
(662) 494-2088 (Office) \* (662) 524-0350 (Cell) \* (662) 494-2105 (Fax)  
[kgentry@wpnet.org](mailto:kgentry@wpnet.org)

Physical Security Enhancement Equipment (\$64 996 00) (Budget enclosed)

The technology of body cameras will contribute to better evidence documentation and increased accountability and transparency, not to mention the massive savings, for our agencies by preventing unnecessary investigations and litigation for law enforcement. They can also be used in the event of documenting damages after a storm. The security cameras will enhance the safety of our Courthouse, which is a nuclear shelter. Therefore, this facility could be utilized during the event of a disaster, not only as a shelter, but the use of a disaster recovery center due to the sturdiness of its construction, should our county be hit by a devastating storm.

- o Body Camera s \$59 997 00
  - o Sheriff Department (1 set)
  - o West Point Police Department (2 sets)
- o Security Camera's for Clay County Courthouse \$4,999 00

**Priority Three**

Personal Protective Equipment (\$280 106 40) (Budget enclosed)

Purchasing the SCBA s for city and county fire departments would give a mutual factor in equipment being used should a situation arise where mutual aid is needed.

- o SCBA s for
  - o West Point Fire Department (10/SCBA – 15/Face Pieces)
  - o Clay County VFD (35/SCBA – 40/Face Pieces)

I appreciate the opportunity of applying for this Homeland Security Grant. If I can answer any further questions regarding our grant submission, please contact me at 662-494-2088 (work) or 662-524-0350 (cell).

Sincerely,

Kerrie Gentry-Blissard, MCEM Director  
West Point Clay County EMA

## Priority One - Digital Radios

Department	Handhelds	Mobile	Base	Repeater	911 Base Radio	Dept Sub Total
	\$644 00	\$614 00	\$1,014 00	\$2 988 55	\$1 014 00	
West Point Fire	28	8	6	1	0	\$32,016 55
Clay County VFD	36	14	0	2	0	\$37 757 10
Public Works	5	21	2	0	0	\$18,142 00
Light & Water	13	30	6	1	0	\$35,864 55
EMA	5	5	0	0	0	\$6,290 00
911	0	0	0	0	4	\$4,056 00
Sub Total	\$56,028 00	\$47,892 00	\$14,196 00	\$11,954 20	\$4,056 00	
Grand Total						\$134,126 20

## Priority One - MSWin Radios

Department	Handhelds
	\$1,866 25 (per radio)
West Point Fire	1
West Point Police	1
Clay Fire	1
Total	\$5,598 75

# PRECISION COMMUNICATIONS, INC

PRECISION COMMUNICATIONS INC  
 P O BOX 1685  
 TUPELO MS 38802

(662) 844-3118  
 precisioncommunicationsinc@gmail.com

## Estimate

Date	Estimate #
07/16/2015	3806
	Exp Date

Address
WEST POINT CITY OF P O BOX 1117 WEST POINT MS 39773

Item Description	Quantity	Rate	Amount
WEST POINT FIRE DEPT HYTERA PD782G-V1 DMR PORTABLE GPS VHF 136-174 MHZ 1024 CHANNEL CAPACITY 5 WATT WITH DISPLAY DUAL MODES (ANALOG+DIGITAL) VIBRATE MESSAGING ENHANCED ENCRYPTION CAPABILITY AND THE SCRAMBLER FEATURE AND SCAN PD782G V1 IS COMPLIANT WITH MIL-STD-810 C/D/E/F AND IP57 STANDARDS FOR IMMERSION IN WATER UP TO 1 METER ENSURING OUTSTANDING PERFORMANCE EVEN IN EXTREME ENVIRONMENTS 3 YEAR WARRANTY ON PORTABLE AND 1 YEAR WARRANTY ON ALL ACCESSORIES EPL #3744 PRICE \$719 20 LIST \$899 00	28	619 00	0 00 17 332 00
HYTERA MD782G V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL), MESSAGING MULTIPLE EMERGENCY ALARM METHODS, SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL STD 810 C/D/E/F AND IP54 STANDARDS, ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 LIST \$799 00	8	589 00	4 712 00
PROGRAMMING	36	25 00	900 00

Continue to the next page

Estimate 3806

Item Description	Quantity	Rate	Amount
BASE RADIO KIT HYTERA MD782G V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL-STD 810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 \$589 00 LIST \$799 00 PROGRAMMING \$25 CPI TTP1 TONE TERMINATION PANEL \$400 00 WIRED TO HYTERA MOBILE USING EXISTING POWER SUPPLY AND ANTENNA	6	1,014 00	6 084 00
HYTERA RD982V 1 50 WATT ANALOG/DIGITAL DUAL MODE REPEATER WITH 16 CHANNELS LARGE COLOR LCD AND 128 BIT ENCRYPTION CAPABLE OF 100% DUTY CYCLE AT FULL POWER (50 WATT) EPL 3744 \$1800 00 LIST \$2250 00	1	1 800 00	1 800 00
REPEATER HAS A 3 YEAR PARTS AND LABOR WARRANTY PROGRAMMING	1	25 00	25 00
• RM7512 DURACOMM 60 AMP RACK MOUNT POWER SUPPLY #22633 2 YEAR WARRANTY	1	590 00	590 00
19 X 77 RACK OPEN ALUMINUM RELAY	1	225 81	225 81
NONE-VENTILATED RACK SHELF FOR 19" RACK	1	72 74	72 74
LABOR TO REMOVE EXISTING REPEATER AND INSTALL NEW REPEATER AND TEST CLAY COUNTY VFD	1	275 00	275 00
HYTERA PD782G V1 DMR PORTABLE GPS VHF 136-174 MHZ 1024 CHANNEL CAPACITY 5 WATT WITH DISPLAY DUAL MODES (ANALOG+DIGITAL) VIBRATE MESSAGING ENHANCED ENCRYPTION CAPABILITY AND THE SCRAMBLER FEATURE AND SCAN PD782G-V1 IS COMPLIANT WITH MIL-STD-810 C/D/E/F AND IP57 STANDARDS FOR IMMERSION IN WATER UP TO 1 METER, ENSURING OUTSTANDING PERFORMANCE EVEN IN EXTREME ENVIRONMENTS 3 YEAR WARRANTY ON PORTABLE AND 1 YEAR WARRANTY ON ALL ACCESSORIES EPL #3744 PRICE \$719 20 LIST \$899 00	36	619 00	22,284 00
HYTERA MD782G-V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL-STD-810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 LIST \$799 00	14	589 00	8 246 00
PROGRAMMING	50	25 00	1 250 00

Continue to the next page

Item Description	Quantity	Rate	Amount
HYTERA RD982V-1 50 WATT ANALOG/DIGITAL DUAL MODE REPEATER WITH 16 CHANNELS LARGE COLOR LCD AND 128-BIT ENCRYPTION CAPABLE OF 100% DUTY CYCLE AT FULL POWER (50 WATT) EPL #3744 \$1800 00 LIST \$2250 00	2	1 800 00	3 600 00
REPEATER HAS A 3 YEAR PARTS AND LABOR WARRANTY PROGRAMMING	2	25 00	50 00
RM7512 DURACOMM 60 AMP RACK MOUNT POWER SUPPLY #22633 2 YEAR WARRANTY	2	590 00	1 180 00
19 X 77 RACK OPEN ALUMINUM RELAY	2	225 81	451 62
NONE VENTILATED RACK SHELF FOR 19' RACK	2	72 74	145 48
LABOR TO REMOVE EXISTING REPEATER AND INSTALL NEW REPEATER AND TEST PUBLIC WORKS	2	275 00	550 00
HYTERA PD782G-V1 DMR PORTABLE GPS VHF 136-174 MHZ 1024 CHANNEL CAPACITY 5 WATT WITH DISPLAY DUAL MODES (ANALOG+DIGITAL) VIBRATE MESSAGING ENHANCED ENCRYPTION CAPABILITY AND THE SCRAMBLER FEATURE AND SCAN PD782G-V1 IS COMPLIANT WITH MIL STD-810 C/D/E/F AND IP57 STANDARDS FOR IMMERSION IN WATER UP TO 1 METER, ENSURING OUTSTANDING PERFORMANCE EVEN IN EXTREME ENVIRONMENTS 3 YEAR WARRANTY ON PORTABLE AND 1 YEAR WARRANTY ON ALL ACCESSORIES EPL #3744 PRICE \$719 20 LIST \$899 00	5	619 00	3,095 00
• HYTERA MD782G-V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL STD 810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 LIST \$799 00	21	589 00	2 369 00
PROGRAMMING	26	25 00	650 00
BASE RADIO KIT	2	1 014 00	2 028 00
HYTERA MD782G-V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING, MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL-STD 810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 - \$589 00 LIST \$799 00 PROGRAMMING \$25 CPI TTPI TONE TERMINATION PANEL \$400 00 WIRED TO HYTERA MOBILE USING EXISTING POWER SUPPLY AND ANTENNA			

Continue to the next page

Item Description	Quantity	Rate	Amount
LIGHT AND WATER			
HYTERA PD782G V1 DMR PORTABLE GPS VHF 136-174 MHZ 1024 CHANNEL CAPACITY 5 WATT WITH DISPLAY DUAL MODES (ANALOG+DIGITAL) VIBRATE MESSAGING ENHANCED ENCRYPTION CAPABILITY AND THE SCRAMBLER FEATURE AND SCAN PD782G-V1 IS COMPLIANT WITH MIL-STD 810 C/D/E/F AND IP57 STANDARDS FOR IMMERSION IN WATER UP TO 1 METER, ENSURING OUTSTANDING PERFORMANCE EVEN IN EXTREME ENVIRONMENTS 3 YEAR WARRANTY ON PORTABLE AND 1 YEAR WARRANTY ON ALL ACCESSORIES EPL #3744 PRICE \$719 20 LIST \$899 00	13	619 00	8 047 00
HYTERA MD782G-V1 DMR MOBILE GPS VHF 136 174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL-STD 810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 LIST \$799 00	30	589 00	17 670 00
PROGRAMMING	43	25 00	1 075 00
BASE RADIO KIT	6	1 014 00	6 084 00
HYTERA MD782G-V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS, SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL-STD-810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 \$589 00 LIST \$799 00 PROGRAMMING \$25 CPI TTP1 TONE TERMINATION PANEL \$400 00 WIRED TO HYTERA MOBILE USING EXISTING POWER SUPPLY AND ANTENNA			
HYTERA RD982V-1 50 WATT ANALOG/DIGITAL DUAL MODE REPEATER WITH 16 CHANNELS LARGE COLOR LCD AND 128 BIT ENCRYPTION CAPABLE OF 100% DUTY CYCLE AT FULL POWER (50 WATT) EPL 3744 \$1800 00 LIST \$2250 00	1	1 800 00	1 800 00
REPEATER HAS A 3 YEAR PARTS AND LABOR WARRANTY			
PROGRAMMING	1	25 00	25 00
RM7512 DURACOMM 60 AMP RACK MOUNT POWER SUPPLY #22633 2 YEAR WARRANTY	1	590 00	590 00
19 X 77 RACK OPEN ALUMINUM RELAY	1	225 81	225 81
NONE VENTILATED RACK SHELF FOR 19" RACK	1	72 74	72 74
LABOR TO REMOVE EXISTING REPEATER AND INSTALL NEW REPEATER AND TEST	1	275 00	275 00

Continue to the next page

Item Description	Quantity	Rate	Amount
EMA HYTERA PD782V-1 DMR PORTABLE VHF 136 174 MHZ 1024 CHANNEL CAPACITY 5 WATT WITH DISPLAY DUAL MODES (ANALOG+DIGITAL) VIBRATE, MESSAGING ENHANCED ENCRYPTION CAPABILITY AND THE SCRAMBLER FEATURE AND SCAN PD782V-1 IS COMPLIANT WITH MIL-STD 810 C/D/E/F AND IP57 STANDARDS FOR IMMERSION IN WATER UP TO 1 METER, ENSURING OUTSTANDING PERFORMANCE EVEN IN EXTREME ENVIRONMENTS 3 YEAR WARRANTY ON PORTABLE AND 1 YEAR WARRANTY ON ALL ACCESSORIES NON EPL \$749 00 EPL \$674 40 LIST \$843 00	5	619 00	3 095 00
• HYTERA MD782G V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL-STD 810 C/D/E/F AND IP54 STANDARDS, ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 LIST \$799 00	5	589 00	2 945 00
PROGRAMMING 911	10	25 00	250 00
BASE RADIO KIT HYTERA MD782G-V1 DMR MOBILE GPS VHF 136-174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL STD-810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3744 PRICE \$639 20 - \$589 00 LIST \$799 00 PROGRAMMING \$25 CPI TTP1 TONE TERMINATION PANEL \$400 00 WIRED TO HYTERA MOBILE USING EXISTING POWER SUPPLY AND ANTENNA	4	1 014 00	4 056 00
PRICES GOOD FOR 90 DAYS FROM ABOVE DATE		Total	\$134 126 20

PROPOSAL BY JIM McCREARY

Accepted By

Accepted Date

Estimate 3806



# PRECISION COMMUNICATIONS, INC

PRECISION COMMUNICATIONS INC  
 P O BOX 1685  
 TUPELO MS 38802  
  
 (662) 844-3118  
 precisioncommunicationsinc@gmail.com

## Estimate

Date	Estimate #
07/02/2015	3768
	Exp Date

<b>Address</b>
KERRIE CITY OF WEST POINT P O BOX 1117 WEST POINT MS 39773

Item Description	Quantity	Rate	Amount
• KENWOOD TK-5410 DK2-LKP P25 PHASE II HANDHELD 700/800 MHz (MSWIN) 3 WATT WITH KSC-32 CHARGER, KNB 43L LITHIUM BATTERY, KBH-11 BELT CLIP, AND KRA-32K ANTENNA EPL #3744 \$1826 25 LIST \$2435 00	3	1,801 25	5,403 75
• PROGRAMMING - EPL #3744 \$75 00 OPTIONAL KENWOOD KMC 42WD NOISE-CANCELING SPEAKER MIC EPL #3744 \$85 50 LIST \$114 00	3	65 00	195 00
<b>Total</b>			<b>\$5 598 75</b>

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

PROPOSAL BY JIM MCCREARY

Accepted By \_\_\_\_\_ Accepted Date \_\_\_\_\_

Estimate 3768

## Priority Two - Body Cameras

Department	Body Cam's	16 Station Dock
	\$350 00	\$14,399 00
West Point Police	32	2
Clay County SO	16	1
Sub Total	\$16,800 00	\$43,197 00
<b>Grant Total</b>		<b>\$59,997 00</b>

070

## Priority Two - Security Cameras

Department	Camera System
	\$4,999 00
Clay County Courthouse	1
Total	\$4,999 00

**BatteryJack Inc**  
 772 Twin Rail Dr  
 Minooka IL 60447  
 USA

# QUOTATION

Quote Number 1488  
 Quote Date Jul 20 2015  
 Page 1

Voice 815-467-6464  
 Fax 815-467-7420

**Customer:**  
 WestPoint Police  
 335 Washington Street  
 Westpoint, MI 39773

Customer ID	Quote Date	Payment Terms	Sales Rep
Westpoint Police	8/19/15	Net 30 Days	0888

Quantity	Part	Description	Unit Price	Amount
48.00	BWC-3HV2	Body Worn Camera	350.00	16,800.00
3.00	BWC-G2	16 Station Dock 32 terabyte	14,399.00	43,197.00
			<b>Subtotal</b>	<b>59,997.00</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>59,997.00</b>

071

Residential & Commercial Security Systems  
Residential & Commercial Fire Systems  
Residential & Commercial Sound  
Central Vacuum Systems  
CCTV



• 24 Hour UL Listed Central Monitoring  
Home Automation Systems  
IT & Networking Solutions  
Phone Systems  
• Access Control

7-13 15

**CLAY COUNTY COUTYHOUSE**  
ANALOG CAMERA SYSTEM

	<u>QTY</u>
SPECO 16CH 2TB WALL MOUNT 960H DVR	1
OUTDOOR 960H HI RES IR CAMERA	6
16CH POWER SUPPLY	1
19 MONITOR	1
CCTV CABLING	4
INDOOR 960H HI RES IR DOME CAMERA	10
<u>INSTALLATION/ PROGRAMMING</u>	<u>3</u>
<b>TOTAL</b>	<b>\$ 4,999 00</b>

PRICE ABOVE IS VALID FOR 90 DAYS

-PRICE INCLUDES-

6 EXTERIORE CAMERAS

10 INTERIOR CAMERAS

CABLING INSTALLATION AND PROGRAMMING

THANK YOU

JERRY ECKHART

901 Lynn Lane • Starkville Mississippi 39759 • Telephone (662)323-0102 • Fax (662)324-0844  
Email [info@SecuritySolutionsCom.com](mailto:info@SecuritySolutionsCom.com) • Web <http://www.SecuritySolutionsCom.com>  
MS LICENSE # 15006302

## Priority Three - SCBA's

Department	High Pressure SCBA	Low Pressure SCBA	Cylinders (Low)	Cylinders (High)	Face Pieces	Dept Sub Total
	\$4,154 00	\$4,286 00	\$817 56	\$894 81	\$244 20	
West Point Fire	10	0	0	20	15	\$63,099 20
Clay County VFD	0	35	70	0	40	\$217,007 20
Sub Total	\$41,540 00	\$150,010 00	\$57,229 20	\$17 896 20	\$13 431 00	
Grand Total						\$280,106 40

## **Kerrie Gentry**

---

**From** Alan Gho <agho@sunbeltfire.com>  
**Sent:** Thursday July 02 2015 8 51 AM  
**To** Ken Wilbourne  
**Cc** Kerrie Gentry  
**Subject** G1 Grant prices

Ken,

### 2216 psi Platforms

- 🔻 35 units \$4 286 = \$150 010
- 🔻 35 facepieces \$244 20 = \$8 547
- 🔻 70 cylinders \$817 56 = \$57,229 20 for a total of \$215,786 20

### 4500 psi Platforms

- 🔻 10 units \$4,154 = \$41,547
- 🔻 20 facepieces \$244 20 = \$4,884
- 🔻 20 cylinders \$17,896 20 for total of \$64,327 20 Grand total of grant is \$280,113 40

*Alan Gho*

Territory Manager North MS, Eastern AR Western Tn  
Sunbelt Fire Inc  
(800) 642-8484 x301  
(662) 363-6097 Cell



2015 NIMS COMPLIANCE FORM

To The Mississippi Office of Homeland Security  
1230 Raymond Rd  
Jackson, MS 39204

Attn Office of Grants

Homeland Security Directive 5 mandates governments shall implement a consistent system for working together during incidents or events. The National Incident Management System (NIMS) has been designed to provide effective incident and event management. NIMSCAST has been designed for recording said NIMS compliance. Mississippi under Executive Order #932 established NIMS as the standard for incident management within the state. Department of Homeland Security/Federal Emergency Management Agency guidance provides that accepting grant funding is conditional on compliance with NIMS. This jurisdiction attests that we continue to strive toward NIMS compliance as provided under federal and state NIMS guidance. This jurisdiction also attests that compliance shall be correctly recorded within the NIMSCAST tool. This jurisdiction understands receiving and/or using Homeland Security grant funds remains conditional upon successful participation in respect to NIMS compliance and reporting. Non-compliance of NIMS can result in Homeland Security dollars being withheld from or drawn back from our jurisdiction because of ineffective NIMS support and participation.

This understood and attested to

Signed.           *Kerrie G. Blissard*          

Printed name           Kerrie G. Blissard          

Jurisdiction represented           Clay          

Dated           7/20/15          

Witness sign           *Ken Wilbourne*          

Printed name           Ken Wilbourne

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE DISBURSEMENT OF THE RFTAAP  
MONIES RECEIVED TO THE MS DEVELOPMENT AUTHORITY**

---

There came on this day for consideration the matter of authorizing the disbursement of the RFTAAP Monies received to the MS Development Authority

It appears to this Board upon the purchase of two fire trucks the County was eligible for two rounds of RFTAAP grant monies to offset the purchase cost of the fire trucks and the said funds have been received as attached hereto as Exhibit A, and

It appears to this Board the Clerk is requesting the authority to disburse the said monies received in the amount of \$140,000 00 to the MS Development Authority to be applied to the Cap Loan as a principal payment

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to authorize a payment to the MS Development Authority in the amount of \$140,000 00 to the MS Development Authority to be applied on the Cap loan for the purchase of the two Volunteer Fire Trucks for volunteer fire units no 400 and 500

SO ORDERED this the 9<sup>th</sup> day of July, 2015



President





**STATE FIRE MARSHAL'S OFFICE**

**DIVISION OF THE MISSISSIPPI INSURANCE DEPARTMENT**

**MIKE CHANEY**  
Commissioner of Insurance  
State Fire Marshal

**RICKY DAVIS**  
State Chief Deputy Fire Marshal

660 NORTH STREET SUITE 100B  
JACKSON MISSISSIPPI 39202  
www.rmd.ms.gov

**MAILING ADDRESS**  
Post Office Box 79  
Jackson Mississippi 39205 0079  
TELEPHONE (601) 359 1061  
FAX (601) 359 1076

June 19, 2015

BJ McClenton  
Clay County Fire Coordinator  
P O Box 815  
West Point, MS 39773

Dear BJ,

Please find enclosed the State's share of your RFTAAP R10 and R11 Grants in the amount of \$140,000. The funds were made available for this project by the Mississippi State Legislature. If your Board of Supervisors would like a public presentation by Commissioner Chaney and your local representative to the State Legislature, please contact us to make the arrangements.

We appreciate the county's participation in this beneficial program.

Sincerely,

James B. Smith  
State Fire Coordinator

JBS/tlc

Enclosure

077

AGENCY NAME 1501 Insurance Department  
VENDOR 3100034203  
PAY DATE 06/16/2015

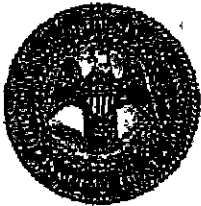
SOMS A/c No  
VENDOR NAME  
ADDRESS  
CITY

CLAY CTY BOARD OF SUPERVISORS  
PO Box 815  
WEST POINT 39773

INV DATE	INVOICE NUMBER	P O NUMBER	DESCRIPTION	DEDUCTIONS	NET INV	AMOUNT
06/11/2015	06112015CLAY		MS Insurance Dept		\$	70 000 00
06/11/2015	06112015 CLAY		MS Insurance Dept		\$	70 000 00
WARRANT TOTAL					\$	140 000

THIS DOCUMENT HAS A BLUE BACKGROUND ON THE FACE AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

NO 100129217



THE STATE OF MISSISSIPPI

DEPARTMENT OF FINANCE AND ADMINISTRATION  
P O. BOX 1060 JACKSON, MS. 39215

WARRANT ON THE STATE TREASURER  
VOID AFTER 1 YEAR

\*\*\*\*\* 140,000 DOLLARS AND 00 CENTS \*\*\*\*\*

PAY TO THE  
ORDER OF CLAY CTY BOARD OF SUPERVISORS  
PO Box 815  
WEST POINT MS 39773

MO DA YR PAY THIS AMOUNT  
06-16-2015 \$\*\*\*\*\*140,000.00

*Kenn J. Upchurch*  
EXECUTIVE DIRECTOR - DFA

⑈ 100129217⑈ ⑈ 065301430⑈ ⑈ 100299934⑈

NO \_\_\_\_\_


**IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE THE CAP  
LOAN MODIFICATION DOCUMENTS WITH THE MS DEVELOPMENT  
AUTHORITY**

---

There came on this day for consideration the matter of authorizing the President to execute the Cap Loan Modification Documents with the MS Development Authority

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize the President to execute any and all cap loan modification documents modifying the amount financed to \$310,000 00

SO ORDERED this the 9<sup>th</sup> day of July, 2015



President

NO \_\_\_\_\_

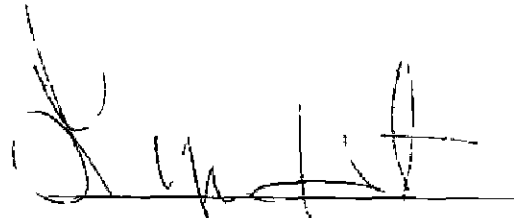
**IN THE MATTER OF AUTHORIZING TO SPREAD ON THE MINUTES THE BCAP  
REPORT**

---

There came on this day for consideration the matter of authorizing to spread on the minutes the BCAP report

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize to spread upon the minutes the BCAP report for the month of June 2015

SO ORDERED this the 9<sup>th</sup> day of June, 2015



President

# Monthly BCAP Report

Jun-15

## Direct Control

Project	Hours	Beavers	Dams
Brand place	11.5	2	4
Beasley Rd	5.5	1	1
Hwy 50 Powell	4	1	0
Colony Rd —	2	0	0
Hwy 46 Gipson	7	1	2

*34m Rd. — Pool*

*Palatine Rd — Road Creek*

*Dean Rd —*

## T A Survey

Hours	Location
3	Hwy 47 Barr, Baker rd Turner, Hwy 50 Wooten, Pine Grove rd Una/Brand rd and Colony rd S

NO \_\_\_\_\_

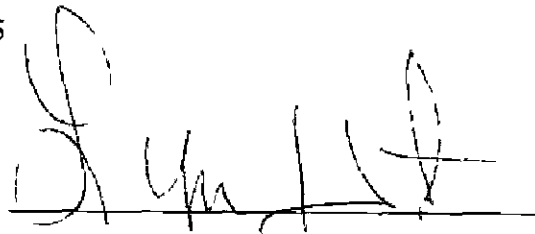
**IN THE MATTER OF AUTHORIZING AND APPROVING THE LETTER  
AGREEMENT FOR ROAD REPAIRS ON TOWNCREEK AND CAMPGROUND ROAD**

---

There came on this day for consideration the matter of authorizing and approving the Letter Agreement for Road Repairs on Towncreek and Campground Road

After motion by Shelton Deanes and seconded by R B Davis this Board doth vote unanimously to approve and authorize the Letter Agreement for the said Road Repairs as attached hereto as Exhibit A and further approves for the agreement to be amended to reflect the County accounting and managing the funds for the Road Repair project since the road repair contract will be with the County

SO ORDERED this the 9<sup>th</sup> day of July, 2015



President

## ROAD REPAIR AND RESTORATION AGREEMENT

This ROAD REPAIR AND RESTORATION AGREEMENT (this "**Agreement**") is dated effective as of \_\_\_\_\_, 2015, and is entered into by and between CLAY COUNTY, MISSISSIPPI, acting by and through its Board of Supervisors (the "**County**"), THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT, acting by and through its Board of Trustees (the "**EDD**"), and YOKOHAMA TIRE MANUFACTURING MISSISSIPPI, LLC, a Delaware limited liability company (the "**Company**")

### RECITALS

WHEREAS, on April 29, 2013, the County, the EDD, the Company (as assignee of Yokohama Tire Corporation) and the other parties thereto entered into that certain Memorandum of Understanding (the "**MOU**"),

WHEREAS, the MOU sets forth certain inducements which were provided to the Company to induce the Company to construct, develop and operate its new tire manufacturing facility (the "**Project**") on certain property located in the County, as more particularly described in the MOU (the "**Project Site**"),

WHEREAS, the development and preparation of the Project Site by the Company and its contractors required the hauling of multiple loads of fill material (*e.g.*, dirt and other such fill materials) to the Project site over Towncreek Road and Campground Road in the County (together, the "**County Roads**"),

WHEREAS, pursuant to that certain Letter Agreement dated October 23, 2013 (the "**Letter Agreement**"), the Company agreed to pay the costs and expenses of repairing and returning the County Roads to a state of repair consistent with their respective condition prior to the commencement of said hauling operations (the "**Required County Road Repairs**"),

WHEREAS, the development and preparation of the Project Site by the Company has been substantially completed and the County has requested that the Company provide the funds necessary to complete the Required County Road Repairs,

WHEREAS, the parties hereto each now desire to enter into this Agreement for the purpose of, among other things, memorializing the respective obligations of the parties hereto with respect to the Required County Road Repairs

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the parties hereto hereby agree as follows

### AGREEMENT

1 Definitions Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the MOU

2 Road Repair Scope and Cost Determination The County shall direct the County Engineer to prepare (or cause to be prepared) plans and specifications for the Required County Road Repairs, together with the County Engineer's cost estimate for the same, and the Company and its engineers or other consultants shall be permitted to review the same. Each of the parties hereto understands and acknowledges that the Required County Road Repairs must, and shall, be designed and performed in accordance with applicable State law and satisfy all State and local road construction standards applicable to the County Roads, and further, that the County's compliance with such State and local design and performance standards are hereby deemed to be part of the Required County Road Repairs and may result in additional costs and expenses which may be paid by the County or EDD using funds from the County Road Repair Reserve (as defined below). The Company also understands and acknowledges that the work necessary to perform the Required County Road Repairs must be publicly bid by the County or EDD in accordance with applicable State laws.

3 Source of Required County Road Repair Funds In addition to any other portion of the County Inside-the-Fence Grant retained by the EDD or County as permitted by Section 7.01 of the MOU, the EDD shall withhold as a reserve from the County Inside-the-Fence Grant One Million Two Hundred Thousand Dollars (\$1,200,000) (the "County Road Repair Reserve") for the purpose of providing that portion of such funds necessary to complete the Required County Road Repairs. If the actual cost of the Required County Road Repairs is less than the County Road Repair Reserve, the EDD shall, within thirty (30) days following the completion of such repairs, remit the remainder of the County Road Repair Reserve to the Authority to be made available to the Company as County Inside-the-Fence Grant funds. If the actual cost of the Required County Road Repairs exceeds the County Road Repair Reserve, the County shall fund or cause to be funded such additional costs. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Company's obligation to fund the Required County Road Repairs shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000), provided, however, that the Company hereby authorizes the EDD and the County to expend, subject to Section 2 above, up to the full amount of the County Road Repair Reserve on the Required County Road Repairs and any such amounts so expended shall constitute a dollar-for-dollar reduction in the aggregate amount of the County Inside-the-Fence Grant payable by the EDD in accordance with the MOU.

4 MOU Amendment To the extent that the provisions of this Agreement conflict with the terms of the MOU, this Agreement shall be deemed to supersede and amend the MOU, provided, however, except as expressly altered by this Agreement, the remaining terms and provisions of the MOU shall remain in full force and effect and are hereby affirmed, confirmed and ratified in all respects.

5 Successors This Agreement shall be binding on and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6 Section Headings Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.



7 Severability If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper, or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein

8 Amendments Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all parties who are affected by such amendment or their respective successors and assigns

9 Governing Law, Venue This Agreement shall be governed by the laws of the State of Mississippi. Any legal suit, action or proceeding against any Party arising out of or relating to this Agreement may be instituted in any appropriate court of competent jurisdiction located in Clay County, Mississippi

10 Counterparts This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and agree that it shall be effective as of the date first set out above, though actually executed on the date or dates of the respective acknowledgments below

**COMPANY**

**YOKOHAMA TIRE MANUFACTURING  
MISSISSIPPI, LLC,**  
a Delaware limited liability company

By *[Signature]*  
Name Tadaharu Yamamoto  
Title President

**COUNTY**

**CLAY COUNTY, MISSISSIPPI**

By \_\_\_\_\_  
President, on Behalf of the Board  
of Supervisors

**ATTESTED BY**

\_\_\_\_\_  
Chancery Clerk

**EDD**

**CLAY COUNTY ECONOMIC  
DEVELOPMENT DISTRICT**

By \_\_\_\_\_  
President, on Behalf of the Board  
of Trustees

**ATTESTED BY**

\_\_\_\_\_  
Clerk of the Board of Trustees

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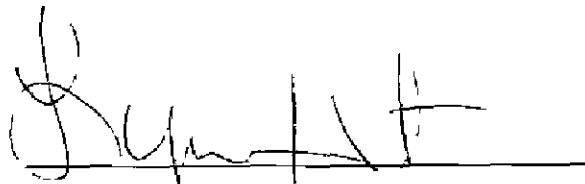
NO \_\_\_\_\_

**IN THE MATTER OF APPROVING TO TRANSFER \$1 2 MILLION DOLLARS FROM  
FUND NO 80, \$11M INDUSTRIAL DEVELOPMENT BONDS TO A SPECIAL FUND  
DESIGNATED AS ROAD REPAIR PROJECT**

---

There came on this day for consideration the matter of approving to transfer \$1 2 million dollars from fund no 080, \$11M Industrial Development Bonds to a special fund designated as Road Repair Project

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize to transfer the \$1 2 Million Dollars from fund no 080, \$11M Industrial Development Bond Fund to a special fund designated as the Towncreek and Campground Road Repair Fund as outlined in the Letter Agreement previously adopted and approved by this Board  
SO ORDERED this the 9<sup>th</sup> day of July, 2015



President

NO \_\_\_\_\_

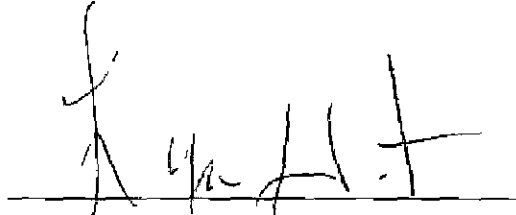
**IN THE MATTER OF GOING TO CLOSED SESSION**

---

There came on this day for consideration the matter of going from closed session

After motion by Shelton Deanes and seconded by Luke Lummus this Board doth vote  
unanimously to authorize to closed session

SO ORDERED this 9<sup>th</sup> day of July, 2015



President

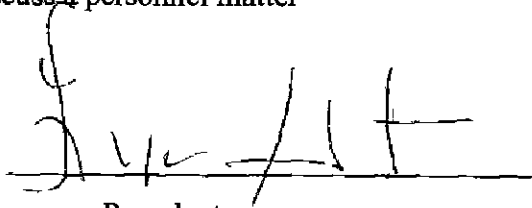
**IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION  
TO DISCUSS A PERSONNEL MATTER AS ALLOWED UNDER SECTION 25-41-7 OF  
THE MISSISSIPPI CODE**

---

There came on this day for consideration the matter of going from closed session to  
executive session to discuss a personnel matter as allowed under Section 25-41-7 of the  
*Mississippi Code*

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote  
unanimously to authorize to go into executive to discuss a personnel matter

SO ORDERED this the 9<sup>th</sup> July, 2015



President


NO \_\_\_\_\_

**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

---

There came on this day for consideration the matter of coming out of Executive Session  
After motion by Shelton Deanes and second by Floyd McKee this Board doth vote  
unanimously to come out of Executive Session

SO ORDERED this the 9<sup>th</sup> day of July, 2015

A handwritten signature in black ink, appearing to be "Floyd McKee", written over a horizontal line.

President

NO \_\_\_\_\_

**IN THE MATTER OF TAKING THE TOWNCREEK AND CAMPGROUND ROAD  
BIDS UNDER ADVISEMENT**

---

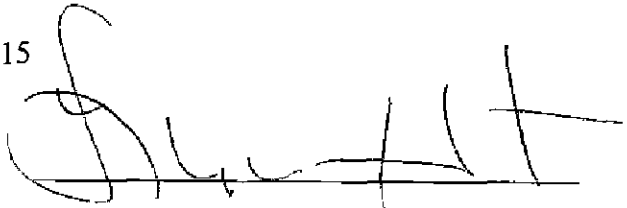
There came on this day for consideration the matter of taking the Towncreek and Campground Road Repair Bids under advisement

It appears to this Board the bids for the Road Repair Project were opened today as noticed to the public by this Board, and

It appears to this Board two bids were received for the Repair Project from APAC and Falcon Contracting

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to take the said bids under advisement pending further review by the County Engineer and that this Board awards the lowest bidder to Falcon Contracting pending verification of the tabulation

SO ORDERED this the 9<sup>th</sup> day of July, 2015



President

**BID SHEET**  
**CLAY COUNTY BOARD OF SUPERVISORS**  
**TOWN CREEK ROAD AND CAMPGROUND ROAD**  
**THURSDAY, JULY 9, 2015**  
**CSE # 215047**

CONTRACTOR

TOTAL BASE BID

APAC  
License No 00095-MC

\$ 1,079,977.25

Falcon Contracting Co Inc  
License No 05973-MC

\$ 1,012,237.80

M-4  
S-5

*to take under advisement  
pending further review  
by the Credit Engineer*

AFFP

Affidavit of Publication

STATE OF MISSISSIPPI] SS  
COUNTY OF CLAY]

Cindy Cannon being duly sworn says

That she is Classified Clerk of the Daily Times Leader, a daily newspaper of general circulation printed and published in West Point, Clay County, Mississippi, that the publication, a copy of which is attached hereto was published in the said newspaper on the following dates

June 5, 2015

June 12, 2015

\_\_\_\_\_

\_\_\_\_\_

That said newspaper was regularly issued and circulated on those dates  
SIGNED

Cindy Cannon  
Classified Clerk

Subscribed to and sworn to me this 19 day of June, 2015

Amy H. Berry  
By Amy H. Berry, DC  
County Clerk & Ex-Officio  
Commission Expires \_\_\_\_\_



---

**Advertisement for Bids**

**Owner: Clay County Board of Supervisors  
P. O. Box 815  
West Point, MS 39773**

**Separate sealed bids for the construction of Town Creek Road and Campground Road will be received by President and Board Members of Clay County Board of Supervisors at the office of Chancery Clerk, Clay County Court House, 205 Court Street, West Point, MS 39773 until 10:00 a.m., July 9, 2015, and then at said office publicly opened and read aloud.**

**The Contract Documents may be examined at the following locations.**

**Calvert-Spradling Engineers, Inc.  
301 Highway 45 North Alternate  
Suite 5  
Post Office Drawer 1078  
West Point, MS 39773**

**Clay County Board of Supervisors  
205 Court Street  
P. O. Box 815  
West Point, MS 39773**

**Copies of the Contract Documents**

---

**may be obtained at the Issuing Office, Calvert-Spradling Engineers, Inc. located at P. O. Drawer 1078, West Point, MS 39773 upon payment of \$ 150.00 for each set.**

**May 28, 2015 /s/ Lynn Horton  
President**

**Published June 5, 2015  
June 12, 2015**

---

NO \_\_\_\_\_

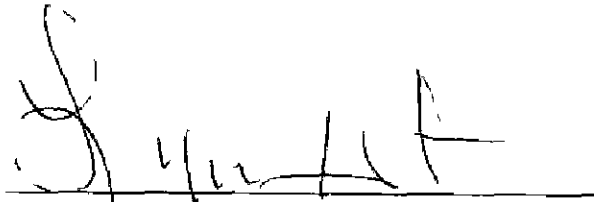
**IN THE MATTER OF AUTHORIZING AND APPROVING THE MS HIGHWAY  
PROGRAM AGREEMENT WITH THE MS DEVELOPMENT AUTHORITY**

---

There came on this day for consideration the matter of authorizing and approving the Mississippi Highway Program Agreement with the MS Development Authority

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to authorize and approve the MS Highway Program Agreement with the MS Development Authority as attached hereto as Exhibit A to repair Barton Ferry Road and Eshman Avenue

SO ORDERED this the 9<sup>th</sup> day of July, 2015

A handwritten signature in black ink, appearing to read 'Shelton Deanes', is written over a horizontal line.

President

**MISSISSIPPI DEVELOPMENT AUTHORITY  
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM  
CLAY COUNTY, MISSISSIPPI  
YOKOHAMA TIRE CORPORATION**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding, dated as of July 1, 2015 (this "Memorandum") by and among the Mississippi Development Authority (acting for and on behalf of the State of Mississippi) ("MDA"), the political subdivision set forth in Item 1 of Annex A hereto (the "Political Subdivision") and the Mississippi Department of Transportation, Office of State Aid Road Construction ("OSA")

**W I T N E S S E T H**

**WHEREAS**, the Economic Development Highway Act, being Sections 65-4-1, *et seq*, Mississippi Code of 1972, as amended (the "Act"), was enacted for the purpose of promoting, attracting and securing industrial development in the State of Mississippi (the "State") through the construction and improvement of highways in areas of the State demonstrating actual and immediate potential for the creation and expansion of major industry which is heavily dependent upon the use of and direct access to primary highways, and

**WHEREAS**, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the Political Subdivision made application (the "Application") to MDA for assistance under the Act in order to fund, in part, the construction or improvement of a highway or a segment of a highway within the State, as more particularly described in Item 2 of Annex A (the "Project"), in partial relation to the location or expansion of facilities of the private company set forth in Item 3 of Annex A (the "Company"), and

**WHEREAS**, the Project meets the definition of a "high economic benefit project" as such term is defined in the Act and the Project is otherwise authorized by the Act and the Guidelines, and

**WHEREAS**, based upon the Application and other relevant factors, by resolution of MDA dated as set forth in Item 4 of Annex A, MDA approved the Project and agreed to provide the Political Subdivision with the assistance requested in the amount set forth in Item 5 of Annex A, and

**WHEREAS**, the parties hereto agree that it is necessary to set forth their understanding of their individual and collective responsibilities with regard to the construction and financing of the Project, and

**WHEREAS**, it is also necessary to ensure that the public purpose of the Act is satisfied in order not to be in contravention of those provisions of the Mississippi Constitution prohibiting the State from making donations or granting gratuities by establishing that the Project is an investment resulting in a significant and measurable increase in employment in the State

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that the parties hereto intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows

**SECTION 1 *Construction of the Project*** The parties hereto agree that the Project is as specified in Item 2 of Annex A and the Application. The Project will be constructed by the Political Subdivision subject to the terms and provisions of this Memorandum, the Act and the Guidelines. The Political Subdivision shall designate an engineer to serve as its local engineer and to oversee construction of the Project on its behalf (the "Local Engineer"). The Local Engineer will be MDA's and OSA's primary contact concerning the Project and will be responsible for insuring that the Political Subdivision is in compliance at all times with this Memorandum, the Act and the Guidelines.

**SECTION 2 *Funding of the Project*** MDA hereby agrees to fund a portion of the Project for the benefit of the Political Subdivision in an amount not to exceed the amount set forth in Item 5 of Annex A (the "State Funds") pursuant to and subject to the terms and conditions of this Memorandum, the Act and the Guidelines. The Political Subdivision hereby agrees to make a contribution toward the construction of the Project as more particularly described in Item 6 of Annex A (the "Contribution" and together with the State Funds, the "Project Funds"). Any monetary portion of the Contribution shall be deposited with MDA on demand or within thirty (30) days of the execution of an engineering agreement in connection with the Project. The Political Subdivision shall bear all cost overruns associated with the Project.

**SECTION 3 *Conditions of Disbursements*** MDA will make disbursements of the Project Funds subject to the following conditions:

- (a) No cost incurred prior to approval of the Project by MDA can be paid or reimbursed with the State Funds.
- (b) The monetary portion of the Contribution made by the Political Subdivision, will be used to pay the costs of the Project before the State Funds are used.
- (c) Non-monetary portions of the Contribution, if any, must be supported by written documentation and pre-approved by MDA and OSA.
- (d) The Local Engineer will review and certify all invoices and documentation for all project costs and submit such invoices and documentation to OSA for its timely review and approval and, upon such approval, OSA will forward any such request and supporting documentation to MDA for payment.
- (e) MDA will process and pay directly all invoices upon review and approval.

**SECTION 4 *Additional Conditions of Disbursements*** The obligation of MDA to continue to make disbursements of the Project Funds shall be subject to the following conditions, as well as any others herein set forth:

- (a) The Political Subdivision shall not be in default under this Memorandum, the Act or the Guidelines,

(b) Development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA and OSA, and

(c) OSA shall have previously approved all invoices submitted for payment and such invoices shall be eligible for payment under the Act and the Guidelines

If the Political Subdivision fails at any time to meet the conditions precedent to the disbursement of the Project Funds as specified in Sections 3 and 4 of this Memorandum, the preceding sentence, the obligation of MDA to make further disbursements in connection with the Project Funds shall cease until such condition precedent is met and satisfied. In the event the conditions precedent are not met within sixty (60) days, MDA may require repayment of State Funds spent to date on the Project from the Political Subdivision. Unless this Memorandum is previously terminated, any Project Funds not disbursed prior to the date set forth in Item 7 of Annex A, shall be forfeited to the State and shall be applied by the State in any manner consistent with the terms of the Act

**SECTION 5 *Representations of MDA*** MDA makes the following representations as the basis for the undertakings on the part of the Political Subdivision herein contained

(a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Memorandum

(b) MDA has full power and authority to enter into the transactions contemplated by this Memorandum and to carry out its obligations hereunder

(c) MDA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Memorandum

(d) MDA has been duly authorized to execute and deliver this Memorandum and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Memorandum is valid and legally binding and enforceable in accordance with its terms

(e) The use of the State Funds for the construction of the Project by the Political Subdivision, as provided by this Memorandum, falls under the subject matter and scope of the Act, and will further the purposes of the Act, to wit to assist political subdivisions in the construction and/or improvement of highways or highway segments in order to encourage private companies to make substantial capital investments in such political subdivisions thus enhancing the process of local economic development

**SECTION 6 *Representations of the Political Subdivision*** The Political Subdivision represents and warrants that

(a) The Political Subdivision has all necessary power and authority to enter into and perform its duties under this Memorandum and, when executed and delivered by the respective parties hereto, this Memorandum will constitute a legal, valid and binding obligation of the Political Subdivision enforceable in accordance with its terms except to the extent that the enforceability of the

rights set forth herein may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the validity of any particular remedy

(b) The execution and delivery of this Memorandum and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Political Subdivision's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Political Subdivision is subject or by which it is bound

(c) There is no consent, approval, authorization or other order of filing with, or certification by, any regulatory authority having jurisdiction over the Political Subdivision required for the execution, delivery or the consummation by the Political Subdivision of any of the transactions contemplated by this Memorandum and not already obtained

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Political Subdivision, after reasonable investigation and due inquiry, threatened against the Political Subdivision in any way contesting or affecting the validity of this Memorandum or the Project, or contesting the powers of the Political Subdivision to adopt, enter into or perform its obligations under this Memorandum or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Political Subdivision

(e) It shall comply with the terms and provisions of this Memorandum, the Act and the Guidelines

(f) It is not in default under any previous agreement with MDA, OSA or the State

(g) All information furnished by the Political Subdivision to MDA or OSA for the purpose of MDA's participation in the Project, including, but not limited to, the Application, is true, accurate and complete as of the date hereof and thereof

(h) The Project Funds are being used to finance the Project and will not be used for any other purpose

(j) No later than **January 31, 2020**, the political subdivision shall submit written verification to MDA certifying the total dollar value of the investment as of **December 31, 2019**, made by the Company. Said written verification shall be in a manner and form as prescribed by MDA

**SECTION 7 *Representations of OSA*** OSA represents and warrants that

(a) OSA is a division of the Mississippi Department of Transportation, an agency of the State, and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Memorandum

(b) OSA has full power and authority to enter into the transactions contemplated by this Memorandum and to carry out its obligations hereunder

(c) OSA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Memorandum

(d) OSA has been duly authorized to execute and deliver this Memorandum and by proper action has duly authorized the execution and delivery hereof and as to OSA, this Memorandum is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability hereof may be limited by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or by the availability of any discretionary equitable remedies

(e) OSA shall comply with the terms and provisions of this Memorandum, the Act and the Guidelines

### **SECTION 8 *Miscellaneous***

(a) MDA may terminate its obligation to make any disbursement of the State Funds at any time prior to any disbursement of the State Funds if any event occurs, which would constitute a default under this Memorandum

(b) This Memorandum has been made by MDA, OSA and the Political Subdivision, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Memorandum

(c) This Memorandum shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance

(d) If any paragraph or part of a paragraph of this Memorandum shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Memorandum

(e) In the event any agreement contained in this Memorandum shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder

(f) This Memorandum shall inure to the benefit of MDA, OSA, the State and the Political Subdivision and their respective successors and assigns and shall be binding upon MDA, OSA and the Political Subdivision and their respective successors and assigns

(g) This Memorandum shall be governed as to its validity, construction and performance by the laws of the State

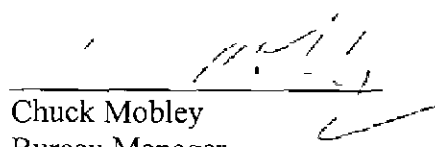
(h) This Memorandum may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same agreement

(i) No amendment, change, modification, alteration or termination of this Memorandum shall be made other than pursuant to a written instrument signed by the parties to this Memorandum

**SECTION 9 Failure of the Company to Perform** Should the Company fail to perform pursuant to its representations set out in the Application and as required in the Act and in the Guidelines, and should MDA have disbursed Project Funds or any portion thereof on the Project, then, in that event, the political subdivision shall pay to MDA the amount so disbursed, for the use and benefit of the State to be applied by the State in any manner consistent with the terms of the Act

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the day and year first above written

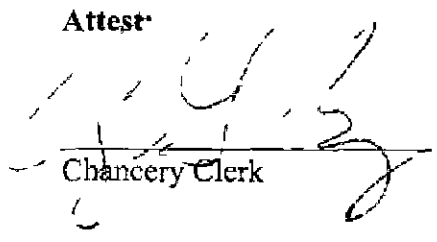
**Attest**

  
\_\_\_\_\_  
Chuck Mobley  
Bureau Manager

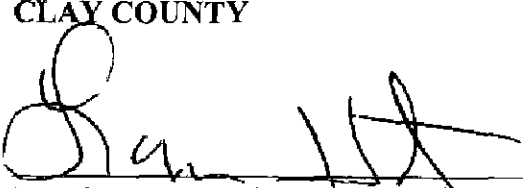
**MISSISSIPPI DEVELOPMENT  
AUTHORITY**

  
\_\_\_\_\_  
Glenn McCullough, Jr  
Executive Director

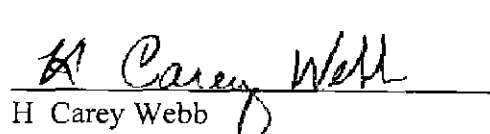
**Attest**

  
\_\_\_\_\_  
Chancery Clerk

**CLAY COUNTY**

  
\_\_\_\_\_  
President, Board of Supervisors

**MISSISSIPPI DEPARTMENT OF  
TRANSPORTATION OFFICE OF  
STATE AID ROAD CONSTRUCTION**

  
\_\_\_\_\_  
H Carey Webb  
State Aid Engineer



**ANNEX A**  
**to**  
**Memorandum of Understanding**

- Item 1** Clay County, Mississippi
- Item 2** Upgrade 1.85 miles of Barton Ferry Road and 1.65 miles of Eshman Road to consist of 2-ten foot lanes with two foot shoulders
- Item 3** Yokohama Tire Corporation
- Item 4** April 28, 2015
- Item 5** \$2,000,000 or such other amount as may subsequently be agreed to by the Political Subdivision, MDA and OSA
- Item 6** The County will accept responsibility for maintenance of the roadway improvements and utilities
- Item 7** Three years from the date of this Memorandum of Understanding

ACKNOWLEDGMENT OF MDA

STATE OF MISSISSIPPI )  
 )ss  
COUNTY OF HINDS )

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid the within named Glen McCullough, Jr , and Chuck Mobley, to me known, who acknowledged they are the Executive Director and Bureau Manager, of the Mississippi Development Authority and that for and on behalf of said Department and the State of Mississippi and as the act and deed of said Department and the State of Mississippi, they signed and delivered the above and foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgement, after first having been duly authorized by said Department and the State of Mississippi so to do

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 1<sup>st</sup> day of July, 2015

Judie Garretson  
Notary Public

(SEAL)  
STATE OF MISSISSIPPI  
NOTARY PUBLIC  
ID # 8-031  
JUDIE GARRETSON  
My Commission Expires Feb 4 2019  
SIMPSON COUNTY

ACKNOWLEDGMENT OF POLITICAL SUBDIVISION

STATE OF MISSISSIPPI )  
 ) ss  
COUNTY OF CLAY )

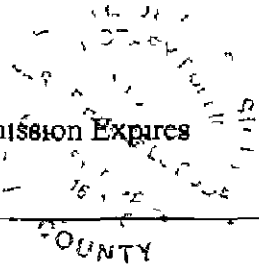
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Tim G. Exley and Lynn Horton, to me known, who acknowledged they are the President and Chancery Clerk, respectively, of the Board of Supervisors of Clay County, Mississippi and that for and on behalf of said County and as its act and deed, they signed and delivered the above and foregoing instrument, as of the date therein mentioned with actual execution on the date of this acknowledgement, after first having been duly authorized by said County so to do

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 1<sup>st</sup> day of July, 2015

Trish Russell Cole  
Notary Public

(SEAL)

My Commission Expires



ACKNOWLEDGMENT OF STATE AID DIVISION

STATE OF MISSISSIPPI )  
 ) ss  
COUNTY OF HINDS)

Personally appeared before me, the undersigned notary public in and for the Jurisdiction aforesaid, the within named H Carey Webb, to me known, who acknowledged he is the State Aid Engineer the Mississippi Department of Transportation, Office of State Aid Road Construction, and that for and on behalf of said agency and as its act and deed, he signed and delivered the foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgment, after having been first authorized by said agency so to do

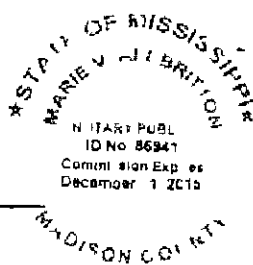
IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 6<sup>th</sup> day of July, 2015

Marie V. Allerton  
Notary Public

(SEAL)

My Commission Expires

December 11, 2015



NO \_\_\_\_\_

**IN THE MATTER OF TAKING BIDS UNDER ADVISEMENT**

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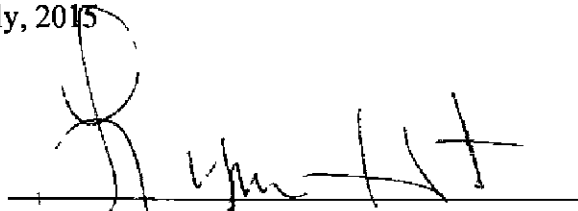
There came on this day for consideration the matter of taking bids under advisement

It appears to this Board notice was given of this Board selling surplus property of a Crane, PORT3, located at the Port, and

It appears to this Board two bids were received

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to authorize to take the said bids under advisement for further review by this Board

SO ORDERED this the 9<sup>th</sup> day of July, 2015

  
\_\_\_\_\_  
President

7/2/15

I Bubba fish Bid 3175<sup>00</sup>

on crane

~~B. W.~~

TOMMY COLEMAN  
8299 SHUQUALAK ROAD  
SHUQUALAK, MS 39361  
662-361-7297

JUNE 24, 2015

TO CLAY COUNTY BOARD OF SUPERVISORS

RE 798 AMERICAN CRANE

I WOULD LIKE TO PUT IN A BID TO YOU ON THIS CRANE IN THE AMOUNT OF \$2250 00

  
TOMMY COLEMAN

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING TRAVEL FOR THE CONSTABLES**

---

There came on this day for consideration the matter of approving travel for the Constables

After motion by Shelton Deanes and Floyd McKee this Board doth vote unanimously to authorize and approve travel for the Constables to travel as attached hereto as Exhibit A

SO ORDERED this the 9<sup>th</sup> day of July

A handwritten signature in black ink, appearing to be 'S. Deanes', written over a horizontal line.

President





**MISSISSIPPI CONSTABLES ASSOCIATION**

**BOARD OF DIRECTORS**

**Glenn McKay**  
Warren County  
President

**John H Heggins**  
Warren County  
Secretary/Treasurer

**NORTHERN DISTRICT**

**Lewis Stafford**  
Clay County  
Vice President

**DIRECTORS**

**L.D Gillespie**  
Pontotoc County

**Sherman Ivy**  
Clay County

**Bobby Holloway**  
Desoto County

**CENTRAL DISTRICT**

**Jerry Dale Bridges**  
Montgomery County  
Vice President

**DIRECTORS**

**Randy Atkinson**  
Leake County

**Troy Kimble**  
Warren County

**Willie Anderson**  
Holmes County

**SOUTHERN DISTRICT**

**Harold Rhodes**  
Jefferson Davis County  
Vice President

**DIRECTORS**

**Randall Coleman**  
Simpson County

**Kelly Porter**  
Lincoln County

**Royce Renfro**  
Lawrence County

**SERGEANT AT ARMS**

**Terry Necaise**  
Hancock County

**DIRECTOR AT LARGE**

**Early McKinney**  
Pontotoc County

**CHAPLAIN**

**Christopher Coleman**  
Choctaw County

July 1, 2015

To All Board Members,

We will be having our next quarterly board meeting in Olive Branch, July 24th at 9 00am If you would like to stay overnight on July 23rd please contact the hotel at the number below

Sincerely,

John H Heggins  
Secretary / Treasurer

Whispering Woods Hotel & Conference Center  
7300 Hacks Cross  
Olive Branch, MS 38654  
Phone 662-895-2941  
Toll Free 866-851-0393  
wwconferencecenter.com

NO \_\_\_\_\_

**IN THE MATTER OF TRANSFERRING INTEREST EARNED**

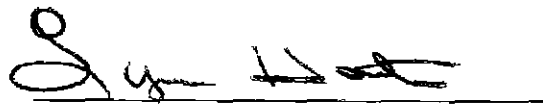
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There came on this day for consideration the matter of transferring interest earned

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 1 87 and in the Insurance Clearing Account in the amount of \$ 1 31 for and the said amounts should be transferred and settled to the General Operating Fund

After motion by Luke Lummus and second by Lynn Horton this Board doth vote unanimously to authorize the said transfer as stated above

SO ORDERED this the 9th day of July, 2015



\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AN INTER FUND LOAN**

---

There came on this day for consideration the matter of an inter-fund loan

It appears to this Board an inter-fund loan is needed to be made to Fund No 116, Volunteer Fire Insurance Rebate Fund from Fund No 114, Volunteer Fund in the amount of \$ 1,479 25 in anticipation of the settlement of the receipt of the 2015 Volunteer Fire Insurance Rebate Proceeds from the State of Mississippi

After motion by Luke Lummus and seconded by Shelton Deanes this Board doth vote unanimously to authorize the said inter-fund loan as stated above

SO ORDERED this the 9th day of July, 2015

  
\_\_\_\_\_

President

NO \_\_\_\_\_

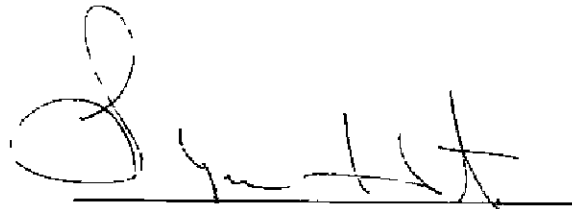
**IN THE MATTER OF RECESSING**

---

There came on this day for consideration the matter of recessing

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote  
unanimously to authorize to recess until Thursday, July 23, 2015 at 9 00 a m

SO ORDERED this the 9<sup>th</sup> day of July, 2015

A handwritten signature in black ink, appearing to read "Shelton Deanes", written over a horizontal line.

President